

# **CITY OF SCHERTZ**

**Request for Proposal**

**("RFP")**

**Ambulance Purchase**

**RFP# 12-EMS-26-V-02**

**Issue Date: June 25, 2012**

**Close Date: July 12, 2012**

# **CITY OF SCHERTZ INSTRUCTIONS TO RESPONDENTS**

## **DEVIATION FROM SPECIFICATION/REQUIREMENTS**

Please read the requirements thoroughly and be sure that your Proposal complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, the City of Schertz will require that the service(s) be provided as specified.

## **PURPOSE:**

The purpose of these specifications/requirements and RFP documents is to award a purchase agreement for:

## **AMBULANCE PURCHASE**

## **INTENT:**

The RFP/Proposal shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Request for Proposal (RFP). There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFP**

RFP's shall be submitted in sealed envelopes as referenced on the attached solicitation. Five (5) complete sets and (1) CD of the response are to be submitted. (One (1) original marked "**ORIGINAL**," and four (4) copies marked "**COPY 1, COPY 2, etc. etc...**" of their response, complete with all supporting documentation.) RFP's submitted by facsimile (fax) or electronically **WILL NOT** be accepted. Submittal of a response to this Request for Proposal (RFP) constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Schertz and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP's which do not comply with these requirements may be rejected at the option of the City. RFP's must be filed with the City of Schertz before the deadline day and hour. No late RFP's will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying your Proposal.

**Hand-deliver RFP's:** Purchasing & Asset Management Department, 10 Commercial Place, Building #1, Schertz, TX 78154

**If using Land Courier (i.e., FedEx, UPS):** Purchasing & Asset Management Department, 10 Commercial Place, Building #1, Schertz, Texas 78154

**STATE SALES TAX MUST NOT BE INCLUDED IN RFP/ PROPOSAL/ BID**

## **INSTRUCTIONS TO RESPONDENTS:**

### **ASSIGNMENT:**

Respondent's are advised that the City of Schertz shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP's in whole or in part, to a third party without the written approval of the Purchasing and Asset Management Department for the City of Schertz.

### **PREPARATION OF RFP's:**

Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this proposal will be at the sole expense of the respondent.

### **TIME ALLOWED FOR ACTION TAKEN:**

The City of Schertz may hold RFP/Proposals **120** days after proposal deadline without taking action. Respondents are required to hold their RFP/Proposals firm for same period of time.

### **RIGHT TO REJECT/ AWARD:**

The City of Schertz reserves the right to reject any or all RFP's, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Schertz.

### **AWARD:**

Respondents are advised that the City of Schertz is soliciting Request for Proposals in compliance with Local Government Code 252 "Purchasing and Contracting Authority of Municipalities," and award shall be made to the respondent(s) that in the opinion of the City of Schertz is the best qualified and provides the best value for the City. The City of Schertz reserves the right to make sequential purchases and may elect to award contracts to more than one vendor under this proposal.

### **STATUTORY REQUIREMENTS:**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work being performed. These rules and regulations shall apply to the entire contract, and that they are considered to be included in the contract as though written out in full in the contract documents.

### **ALTERATIONS/AMENDMENTS TO RFP:**

RFP's **CANNOT** be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Schertz.

### **NO RESPONSE TO RFP:**

If unable to submit an RFP, respondent should return a negative response specifying reasons.

**LIST OF EXCEPTIONS:**

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements, on a point by point basis.

**REQUEST FOR PROPOSAL  
# 12-EMS-26-V-02  
AMBULANCE PURCHASE**

**INDEMNIFICATION CLAUSE:**

The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing and Asset Management as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

**INTERPRETATIONS:**

Any questions concerning the requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Schertz in accordance with paragraph entitled "**Addenda and Modifications**".

**HUB CERTIFICATION:** State Certified "HUB Vendor(s)" are required to provide a copy of their certification, if they have not previously done so. Fax information to the Purchasing & Asset Management Department at 210-619-1169.

**VERBAL THREATS:**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

**CONFIDENTIAL INFORMATION:**

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

**RIGHT TO AUDIT:**

The City of Schertz reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Schertz, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Service Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

**PAST PERFORMANCE:**

Respondent's past performance will be taken into consideration in the evaluation of Request for Proposal submittal.

**JURISDICTION:**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Guadalupe County, Texas.

**VENUE:**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Guadalupe County, Texas.

**CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary of the City of Schertz not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

**CONFIDENTIALITY OF INFORMATION AND SECURITY:**

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

**SUBSTITUTIONS/CANCELLATIONS OF PROPOSAL:**

No substitutions or cancellations are permitted without written approval of City of Schertz.

**HOLD HARMLESS CLAUSE:**

The respondent agrees to indemnify and hold harmless the City of Schertz, all elected officials, officers, employees, attorneys, agents, and legal representatives of the City, the Director of Purchasing and Asset Management, and his/her assistants, from all suits and actions of every nature and description brought against them or any of them, for, or on account of, the manner in which the successful respondent is utilizing in the performance and/or non-performance of services being rendered in response/executed contract for the **AMBULANCE PURCHASE**.

**MATHEMATICAL ERRORS:**

In the event that mathematical errors exist in any proposal unit prices shall govern.

**CITY OF SCHERTZ REQUEST FOR PROPOSAL  
# 12-EMS-26-V-02  
AMBULANCE PURCHASE**

**I. Proposal Requirements**

Respondents are encouraged to submit concise, clear responses to this solicitation. Responses of excessive length and/or complexity are discouraged. Each RFP must address, but not be limited to, the following requested information. Proposals that do not include the required information may be deemed non-responsive and may not be considered for contract award.

Respondents are encouraged to be specific about the firms' expertise as it relates to the request for Request for Proposals. All documents and information must be complete and bear proper signature(s) of binding parties.

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.
2. Name, position, phone (including cell phone), fax numbers, e-mail contact of contact person(s).
3. Names of principals in the firm; years the firm has been in business.
4. List all trades your firm is willing, qualified or otherwise licensed to perform.
5. Description of the capacity to perform routine and emergency maintenance.
6. Number of staff by discipline in the company, by trade, that will be working on City projects, Respondents shall provide a description of the experience, and workload of the persons assigned to assist the City with routine and emergency repairs.
7. List and briefly describe at least 3 reference clients, with dates and performance results for each client. Include names, addresses and phone numbers of representatives of these clients who may be contacted as references.
8. Current workload of the staff that would be responsible for rendering the service(s) required.
9. DBE/ MBE/ WBE and Affirmative Action status of firm.
10. Name and phone number of direct contact person who would be responsible for interacting with City Staff on this proposal.
11. Any other items, which the respondent deems necessary.
12. Capacity to provide the service required in a timely and consistent manner.
13. Proposed fee structure for providing a finished product to the City of Schertz.

**II. Evaluation Process**

After the deadline for receipt of RFP's, an evaluation committee will review all proposals.

**III. Selection Process**

Based on the Evaluation Committee review, one vendor will be selected to manufacture the requested vehicles. After review of the findings of the committee, selections will be approved by the Mayor and City Council.

#### **IV. Contract Award**

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

#### **V. Response Deadline**

Responses to the RFP must be addressed to Rita Duprat-Waldo, Director of Purchasing & Asset Management, City of Schertz and received at the Purchasing and Asset Management Department, 10 Commercial Place, Building #1, Schertz, TX 78154, by 10:00 a.m., **July 12, 2012** for consideration. Five (5) complete sets of the response and a CD copy must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the Request for Statement(s) of Proposal Request, please refer to **Notice for labeling instructions**.

RFP's will be accepted in person, by United States Mail, or by private courier service. RFP's will not be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP's may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity.

**Hand-deliver Bids:** Purchasing & Asset Management Department, 10 Commercial Place, Building #1, Schertz, TX 78154

**If using Land Courier (i.e., FedEx, UPS):** Purchasing & Asset Management Department, 10 Commercial Place, Building #1, Schertz, TX 78154

There is no expressed or implied obligation on the part of the City of Schertz to reimburse responding firms for any expenses incurred in preparing Request for Proposals in response to the request.

#### **VI. Clarification of Requirements**

All requests for additional information or clarification concerning this RFP must be submitted, **in writing**, no later than **July 5, 2012** and addressed to:

Rita Duprat-Waldo, Director of Purchasing & Asset Management  
10 Commercial Place, Bldg. #1  
Schertz, TX 78154  
Email: Purchasing@schertz.com  
Fax (210) 619-1169

#### **VII. Addenda and Modifications**

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and are posted on the City of Schertz website under Purchasing, Open Bids, Addendum, no later than **July 6, 2012**.

Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing and Asset Management Department. At the request of the respondent, or in the event the Purchasing and Asset Management Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Asset Management Department. Such addendum will be mailed by to all respondents receiving the original RFP and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the respondent(s) responsibility to ensure

that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Schertz and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at [www.schertz.com/Purchasing](http://www.schertz.com/Purchasing). No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, submit the request in writing. The request must be received by the City of Schertz Purchasing and Asset Management Department no later than **July 5, 2012**. The City does not assume responsibility for the receipt of any addendum sent to respondents.

#### **VIII. Request for Proposals Preparation Costs**

Issuance of this RFP does not commit the City of Schertz, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

#### **IX. Equal Employment Opportunity**

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **X. Anti-Lobbying Provision**

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Schertz Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision may result in the rejection of the respondent's RFP.

**THE CITY OF SCHERTZ RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFP'S, AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS MAY BE DEEMED TO BE THE BEST AND MOST ADVANTAGEOUS TO THE CITY OF SCHERTZ.**